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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**PSN ILLINOIS, LLC,
an Illinois corporation,**

Plaintiff,

vs.

**Abcam, Inc.; Abgent, Inc.;
Affinity Bioreagents, Inc.;
Discoverx Corporation;
Exalpha Biologicals, Inc.;
Genetex, Inc.; LifeSpan Biosciences, Inc.;
Multispan, Inc.; and
Novus Biologicals, Inc.**

Defendants.

Case No. 07 C 7190

Judge Hibbler

Magistrate Judge Valdex

CONSENT JUDGMENT ORDER AS TO DEFENDANT NOVUS

This action has come before the Court upon the pleadings and proceedings of record, and it has been represented to the Court that the parties, plaintiff PSN Illinois, LLC ("PSN") and defendant Novus Biologicals, Inc. ("Novus"), collectively "the Parties," have agreed to a compromise and settlement of this action and have entered into a Confidential Settlement And License Agreement dated January 30, 2008 ("the Settlement Agreement") wherein Novus has agreed to the entry of this judgment;

WHEREFORE, with the consent of the Parties, through their undersigned attorneys, and with the approval of this Court, it is hereby finally ORDERED, ADJUDGED AND DECREED as follows:

1. The Court has jurisdiction over the parties and the subject matter of this action.
2. PSN owns and has standing to sue for infringement of United

States Patent No. 5,856,443, entitled "Molecular Cloning And Expression of G-Protein Coupled Receptors," issued on Jan. 5, 1999, and United States Patent No. 6,518,414B1, entitled "Molecular Cloning And Expression of G-Protein Coupled Receptors," issued on Feb. 11, 2003 ("PSN's Patents").

3. Each of the claims of PSN's Patents are valid and enforceable.

4. PSN's Patents have been infringed by Novus through its distribution and offer for sale of products and services utilizing Sphingosine 1-Phosphate Receptor 2/ aka Edg 5/ aka P^{H218} ("S1P2") that fall within the scope of claims of PSN's Patents, including at least the following Novus products: S1P2 antibodies corresponding to Novus Catalog Numbers NLS1021, and H00009294-R02 (the "infringing products").

5. No payment for or release of the infringing products which may have been used by any third parties is provided here or in the parties' Settlement Agreement, and PSN is free to pursue its damages claim in this action against such third parties.

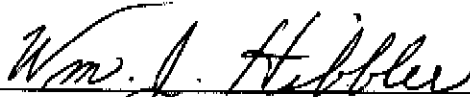
6. Novus agrees to and hereby waives and relinquishes the right to ever contest the validity or enforceability of either of PSN Patents and any of their claims in their present form, whether such assertion of invalidity or unenforceability would be made in a court proceeding or Patent Office proceeding, and whether or not such assertion is made with respect to the infringing products in this action or with respect to any other products that may be made, used, sold and/or offered for sale by Novus in the future.

7. All claims and defenses of each of the Parties are hereby dismissed with prejudice.

8. The parties shall each bear their own costs and attorney fees incurred in

this action, and the Court shall retain jurisdiction to enforce the terms of this Consent Judgment Order and the corresponding Settlement Agreement between the parties concerning this action.

Dated: 2/27 2008



Honorable William J. Hibbler
United States District Court Judge



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